

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

Contour Design, Inc.

v.

Civil No. 09-cv-451-JL

Chance Mold Steel Co., Ltd.
and EKTough Co., Ltd.

ORDER FOR AMENDED JUDGMENT

In accordance with (1) the jury verdict, (2) this court's findings and fact and rulings of law, (3) this court's order granting the plaintiff's motion for attorneys' fees and related expenses, and (4) the order by the court of appeals, the Clerk shall issue judgment forthwith for Contour Design, Inc., in the amount of \$16,895,336.64, plus (a) pre-judgment interest pursuant to [N.H. Rev. Stat. Ann. §§ 336:1, 524:1-a, and 524:1-b](#), and computed as directed in [Linteau v. Gauthier](#), 142 N.H. 460 (1997), and (b) post-judgment interest pursuant to [28 U.S.C. § 1961](#).

Furthermore:

1. The defendants, Chance Mold Steel, Co., Ltd. ("Chance") and EKTough Co., Ltd. ("EKTough"), together with their affiliates, agents, servants, employees, attorneys, successors, and anyone in active concert or participation with them who shall receive actual notice of this order, are hereby enjoined from showing, offering for sale, selling, marketing, manufacturing, distributing, or displaying the "Enjoined Products," defined as the Chance "Classic," "Open," and "Professional," and any and all

other products (under whatever trade name) derived from or based on the computer mouse products Chance has manufactured for Contour, including but not limited to, the Contour "Classic" and "Roller Mouse Pro." The Chance "ErgoRoller" and "ErgoRoller 2" are not "Enjoined Products," and neither this nor any of the following provisions of this order shall be construed to apply to the "ErgoRoller" or "ErgoRoller 2."

2. Chance is hereby enjoined from manufacturing, or aiding, advising, or assisting others in manufacturing, tooling to be used to manufacture any of the Enjoined Products.

3. Chance and EKTtouch shall recall any orders in transit for any of the Enjoined Products which were not previously recalled under this court's preliminary injunction in this matter.

4. Chance and EKTtouch shall recall from any and all distributors all inventory of any of the Enjoined Products which was not previously recalled under this court's preliminary injunction in this matter.

5. Chance and EKTtouch shall immediately return to Contour all information, including but not limited to electronic CAD files, drawings, and related information, stored in any format, used to manufacture any of the Enjoined Products, together with all copies of any such information.

6. Chance and EKTtouch shall immediately return to Contour all copies of firmware used in any of the Enjoined Products, including but not limited to (a) master copies of Contour firmware in hexadecimal form and (b) any firmware developed by modifying, in any manner, firmware Contour delivered to Chance.

7. Nothing in this order shall require Chance or EKTtouch to return to Contour any firmware that Chance independently developed, including the firmware used in the ErgoRoller or in later versions of the Open and the Professional.

8. Within thirty days of the entry of this order, Chance and EKTtouch shall file with this court, and serve upon Contour, a report under oath setting forth in detail the manner and form in which they have complied with this order.

9. This order shall remain in effect until midnight, prevailing Eastern Time, on June 15, 2015.

SO ORDERED.

A handwritten signature in black ink, appearing to read "Joe Laplante", written over a horizontal line.

Joseph N. Laplante
United States District Judge

Dated: January 7, 2013

cc: Lawrence L. Blacker, Esq.
Peter G. Callaghan, Esq.
Daniel H. Fingerman, Esq.
Daniel S. Mount, Esq.
Kathryn G. Spelman, Esq.
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